



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT
SYSTEM UPGRADE**

CATS TORFP PROJECT T00P7200430

THIS TORFP HAS BEEN DESIGNATED AS A SMALL BUSINESS RESERVE PROCUREMENT

DEPARTMENT OF BUSINESS & ECONOMIC DEVELOPMENT

ISSUE DATE: AUGUST 23, 2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Maryland Department of Business & Economic Development – Siebel Customer Relationship Management System Upgrade
Functional Area:	Functional Area 2 - Web and Internet Systems
TORFP Issue Date:	08/23/2006
Closing Date and Time:	Wednesday, 09/27/2006 at 2:00 PM Eastern Standard Time
TORFP Issuing Agency:	Maryland Department of Economic Business & Economic Development – Information & Technology Management
Send Questions and Proposals to:	Debi Chronister dchronister@choosemaryland.org
TO Procurement Officer:	Debi Chronister – dchronister@choosemaryland.org Office Phone Number: 410-767-2211 Office FAX Number: 410-767-2216
TO Manager:	Ovetta Moore Office Phone Number: 410-767-3391 Office FAX Number: 410-333-6860
TO Project Number:	T00P7200430
TO Type:	Fixed Price
Period of Performance:	105 days
MBE Goal:	30 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Redwood Towers 217 East Redwood Street Baltimore, MD 21202
TO Pre-proposal Conference:	Redwood Towers, 22 nd Floor Conference Room Wednesday, September 13, 2006 at 1:30 p.m. See Attachment 6 for directions.

*Use full agency acronym, division/modal, office, program as appropriate.

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to Dchronister@choosemaryland.org. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Siebel Customer Relationship Management System Upgrade
TORFP Project Number:	T00P7200430

If you have responded with a “not submitting Task Order Proposal”, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the TORFP is not something we ordinarily provide.
- ☐ We are inexperienced in the services required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of a Task Order Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- ☐ TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:_____.

A. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name:_____Date:_____

Contact Person:_____ Phone ____ - ____ - ____ Email_____

SECTION 1 – ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 – Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the Maryland Department of Business & Economic Development (DBED) e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The “subject” line in the e-mail submission shall state the TORFP #T00P7200430. The first file will be the TO Proposal technical response to this TORFP and titled, “CATS TORFP #T00P7200430 Technical”. The second file will be the financial response to this CATS TORFP and titled, “CATS TORFP #T00P7200430 Financial”. The proposal documents that must be submitted with a signature, Attachment 2 – MBE Forms D-1 and D-2 and Attachment 4 – Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 – Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State’s rejection of the Master Contractor’s TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 217 East Redwood Street, Baltimore MD, 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

SECTION 2 - - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Department of Business & Economic Development (DBED) is issuing this CATS TORFP to provide information to Contractors selected under the Consulting and Technical Services Procurement Master Contract necessary to prepare and submit proposals to meet DBED's requirements for the necessary expertise, labor, supervision, and materials for enterprise services, specifically systems support, enhancement and maintenance services related to the internet/intranet systems as more fully described in this CATS TORFP.

2.1.2 REQUESTING AGENCY BACKGROUND

DBED's purpose and function are to stimulate private investment in the state, create and retain jobs, attract new businesses to Maryland, encourage the retention and expansion of existing companies, and provide enterprises in Maryland with workforce training and financial assistance through its various programs. The Department heralds the advantages of doing business in Maryland and promotes local products and services both at home and abroad to spur economic development, international trade, and tourism. The Department also supports the arts, television and film production, and sporting and other special events as part of its mission to market the state as an ideal location in which to live, work, and play. The Department's primary business development units are: the Capital, Baltimore, and Rural Regional Offices; Financing Programs (FPGRP); Business Development (BD); the Governor's Office of Business Advocacy and Small Business Assistance (GOBA); and Tourism, Film and the Arts (TFA). The offices of Support Services (OSS), Policy and Legislative Affairs (PLA), and Information and Technology Management (ITM) provide specialized support services to all business units.

2.1.3 PROJECT BACKGROUND

In September, 2004, DBED consolidated five existing database applications (containing a total of about 12,000 accounts and 16,000 contact records) into a department-wide Siebel CRM application. DBED's Siebel CRM system was designed to track the Accounts, Contacts, Opportunities Services and Activities generated by approximately 150 users throughout the Department. In October, 2005 DBED updated the configuration of the CRM application to improve the usability and user-friendliness of the application and reduce the overall amount of effort required by staff to understand and work with that system.

The users of the application represent a wide variety of job functions, including business attraction and expansion, support for in-state businesses, financing, training, tax credits, etc. The Siebel application is designed to capture the department's high level interactions with its prospects and customers and it is supported by a small number of specialized database applications that track additional details regarding some of the more complex services and activities that are provided by DBED.

2.2 TECHNICAL REQUIREMENTS

A. Current Environment

DBED's current Siebel environment consists of:

- A CRMDEV hardware server that includes Windows 2000 Server, Siebel 7.5.3, SQL Server 2000, IIS Server and Actuate. This is DBED's Siebel development environment.
- A CRMAPPS hardware server that includes Windows 2000 Server, Siebel 7.5.3 and Actuate. This is the application server that runs Siebel and Actuate for the DBED's Siebel production environment.
- A CRMSQL hardware server that includes Windows 2000 Server and SQL Server 2000. This server manages the data for DBED's Siebel production environment.

- A CRMIIS hardware server that includes Windows 2000 Server and Microsoft IIS server. This is the IIS (gateway) server for DBED's Siebel production environment.

DBED's existing custom configuration has been posted on the DBED FTP site. The URL for the FTP site is <ftp://167.102.232.60/siebelrftp>. The username and password are both dbedftp. The posting includes a SQL Anywhere database and a fully compiled SRF file. Both files are based on DBED's current Siebel 7.5.3 application.

B. Resources Provided

DBED will provide to the TO Contractor all hardware and licensed software that will be required to complete the Siebel 7.8 upgrade. Included in this document is a Proposed System Architecture diagram (Exhibit 1) that shows how the new Siebel 7.8 hardware is to be configured.

None of the existing servers described above will need to be reconfigured for DBED's Siebel 7.8 upgrade. Instead, upon issuance of the Notice to Proceed (NTP) DBED will provide the following resources that will allow the TO Contractor to perform clean software installations and configurations for the new Siebel 7.8 environments:

- A new hardware server preloaded with Windows 2003 Server and connected to the DBED network. This server will house the new Siebel 7.8 production application. The Contractor shall load and configure the Siebel software on this server.
- A new hardware server preloaded with Windows 2003 Server and connected to the DBED network. This server will house the IIS platform and Actuate for the Siebel 7.8 production environment.
- A clustered SQL server preloaded with Windows 2003 and SQL Server 2005 and connected to the DBED network. As part of the Siebel installation process, the Contractor shall configure three new databases for the new Siebel 7.8 development, test and production environments as described in the Proposed System Architecture diagram.
- Six VMware servers to be used for the development and test environments only, each preloaded with Windows 2003 and connected to the DBED network. The virtual servers will be loaded on a single blade server that will be provided by DBED. The Contractor shall load and configure the Siebel software, the IIS software and the Actuate software on these servers for the development, test and production environments as described in the Proposed System Architecture diagram.

C. Configuration Considerations:

The Siebel 7.8 upgrade process shall take advantage of the updated features in the Siebel 7.8 UI while retaining all existing customizations for data entry screens, data administration features, development tools, existing Actuate reports and server administration capabilities as DBED's current application. The existing Siebel 7.5.3 environments contain no scripting. This should minimize the number of issues affecting the configuration and data migration processes. There will be no custom scripting in the new Siebel 7.8 environment.

DBED updates all of its Account data on a quarterly basis with supplemental data obtained from Dun and Bradstreet (D&B). The Contractor shall develop an EIM/DTS package for loading Account data received from D & B into the production environment only. This will include updating existing Accounts, including several MVG fields that contain a combination of data records from both DBED users and from D & B. Note: there is an existing EIM/DTS package that does not fully match the current configuration of DBED's existing Siebel application. The Contractor shall modify the existing EIM/DTS package or completely rewrite it, whichever proves to be most efficient.

D, Data migration considerations

Each of the three new Siebel 7.8 environments (development, test and production) shall receive a full migration of the following data (current as of the time each new Siebel 7.8 environment is completed):

- All existing business records from DBED's current production environment.
- All existing user data (lookups, employee data, etc.) from DBED's current production environment.
- All uncompiled repositories from DBED's current development environment.

2.2.1 PROJECT APPROACH

The TO Contractor shall be responsible for the following:

- Contractor shall work with identified DBED staff during the development process and will be responsible for providing maintenance support on the new Siebel environments being configured by the Contractor based on business hour coverage as defined below:

Normal Business Hours are defined as 8:00AM to 5:30 PM EST. Monday through Friday.

Normal Technical Support Services Hours are defined as 7:30AM to 5:30 PM EST. Monday through Friday.
- The TO Contractor shall prepare an Operations and Maintenance manual and a System Administration manuals on incorporating all system changes and provide a maximum of up to two 2-hour training sessions to DBED database administrators on new enhancements.
- The TO Contractor shall deploy software upgrades to existing system as specified in Section 2.2 and approved by DBED.
- The TO Contractor shall provide follow-up and warranty correction (at contractor's expense) for all issues stemming from work performed in this TORFP. The warranty period shall be in effect for no less than 90 days after final delivery and deployment of the production application.
- The TO Contractor will respond to the DBED helpdesk calls and troubleshoot application-related problems concerning applications which are effected by this project. The TO contractor shall provide an initial response to helpdesk and troubleshooting calls within 24 hours (weekends excluded) of receiving the call from DBED's IT Help Desk .
- Personnel provided by the TO Contractor shall have a strong background in personal computers, be knowledgeable in networking and network systems and how they relate to Siebel, be able to technically document work requirements and have good communication/training skills. Knowledge base and/or experience shall include the following:
 - a. Development certification from Siebel in the Siebel 7.8 environment.
 - b. Detailed knowledge of the Windows 2003, SQL Server 2005, IIS server and Actuate as they pertain to Siebel, including the ability to troubleshoot server hardware or software problems. DBED-ITM current network staff will handle most network connectivity issues, but there may be times when the Contractor will be required to assist in the correction of a system problem.
 - c. Understanding of internetworking and measurement terminology and techniques including TCP/IP routing, proxy/firewall and security architectures as they pertain to Siebel.
 - d. Use of versioning control software (i.e. Microsoft Visual Source Safe)
 - e. SQL; Web Methodologies & Scripting – ASP, ASP.NET, HTML, Actuate Reports

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Acceptance of Deliverable Form (Attachment 8). Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall return the signed Acceptance of Deliverable Form (Attachment 8) indicating acceptance or rejection of the deliverables. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined as completion of the High Level Tasks within the Technical Requirements section 2.2 above. Within each task, the Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

The following are the high-level tasks and outcomes that must be delivered:

2.2.2.1 The TO Contractor shall prepare a System Design and Implementation Plan outlining the steps it will take to perform the development and migration tasks outlined in this TORFP. The plan must include risk analysis and contingency plans for addressing these risks. Note: The existing production environment must remain online until the new production environment is ready for final deployment.

2.2.2.2 Upon completion and approval of the System Design and Implementation Plan, the TO Contractor shall build the Siebel 7.8 development environment, including Siebel, Siebel Tools, Actuate, IIS and SQL Server database plus full data migration in accordance with this TORFP and the System Design and Implementation Plan described above.

2.2.2.3 The Siebel 7.8 development environment shall then be tested by the TO Contractor and by DBED. The TO Contractor shall develop a testing strategy and detailed process acceptable to DBED, fully document the test results and resolve any issues identified during the test.

2.2.2.4 The TO Contractor shall build the Siebel 7.8 test environment, including Siebel, Siebel Tools, Actuate, IIS and SQL Server database plus full data migration in accordance with this TORFP and the System Design and Implementation Plan described above.

2.2.2.5 The Siebel 7.8 test environment shall then be tested by the TO Contractor and by DBED. The TO Contractor shall develop a testing strategy and detailed process acceptable to DBED, fully document the test results and resolve any issues identified during the test.

2.2.2.6 The TO Contractor shall build the Siebel 7.8 production environment, including Siebel, Siebel Tools, Actuate, IIS and SQL Server database plus full data migration in accordance with this TORFP and the System Design and Implementation Plan described above.

2.2.2.7 The Siebel 7.8 production environment shall then be tested by the TO Contractor and by DBED. The TO Contractor shall develop a testing strategy and detailed process acceptable to DBED, fully document the test results and resolve any issues identified during the test.

2.2.2.8 The TO Contractor shall prepare and deliver full documentation of all custom configurations that were made for each of the three new Siebel environments. The documentation should include a separate section that includes complete and detailed instructions for future system maintenance and administration for all three environments.

2.2.2.9 The TO Contractor shall provide a maximum of up to two 2-hour training sessions to up to four (4) DBED staff. The two training sessions must cover all procedures (both new and updated) that are necessary for maintaining the application. Some examples of material to be covered are 1) loading the D & B updates; 2) monitoring the Siebel 7.8 server logs; 3) restoring the Siebel databases in the event of a crash; 4) rebooting the servers; and 5) troubleshooting firewall issues, etc. The training should not include basic data administration tasks such as updating the List of Values or configuring the application using Siebel Tools.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

Deliverables for 2.2.3 references the Section of the TORFP, the description of the deliverable and Expected Completion by identifying the number of calendars days estimated for the TO Contractor to complete the deliverable after receiving the Notice to Proceed (NTP).

ID	Deliverables for 2.2.3	Expected Completion:
2.2.2.1	System Design and Implementation Plan	NTP + 30 Calendar Days
2.2.2.2	Implement Siebel 7.8 Development Environment (including data migration)	NTP + 45 Calendar Days
2.2.2.3	Test Siebel 7.8 Development Environment – Test Problems Report	NTP + 50 Calendar Days
2.2.2.4	Implement Siebel 7.8 Test Environment (including data migration)	NTP + 65 Calendar Days
2.2.2.5	Test Siebel 7.8 Test Environment – Test Problems Report	NTP + 70 Calendar Days
2.2.2.6	Implement Siebel 7.8 Production Environment (including data migration)	NTP + 90 Calendar Days
2.2.2.7	Test Siebel 7.8 Production Environment – Test Problems Report	NTP + 95 Calendar Days
2.2.2.8	Provide Full Documentation of Upgrade Configuration and System Maintenance Procedures	NTP + 105 Calendar Days
2.2.2.9	Training of DBED database administrators	NTP + 105 Calendar Days

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must be or have a sub-contractor which is a Siebel Consulting Alliance Partner.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables as described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- The party performing the programming work must be a Siebel Alliance Partner.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the DBED as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form –

Attachment 8, for each deliverable being invoiced) submitted for payment to the DBED at the following address:

1. The Contractor shall send the original of each invoice submitted for payment to the following address:

Maryland Department of Business & Economic Development
217 E. Redwood Street, 15th Floor
Baltimore, MD 21202
Attention: Accounts Payable

2. The Contractor shall also send a copy of each invoice submitted to the following address:

Ovetta Moore
Information Technology Management Office
Maryland Department of Business & Economic Development
Redwood Street, 11th Floor
Baltimore, MD 21202

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 REPORTING

2.6.1 PROGRESS REPORTS

The TO Contractor and the TO Requesting Agency shall conduct bi-weekly progress meetings. A weekly project progress report shall be submitted by COB each Friday and at least three (3) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the reporting period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original, submitted in the technical proposal, to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

Additionally, the TO Contractor shall provide written notification to the TO Manager, with a copy to the TO Procurement Officer, when the Contractor reaches 75% of the ceiling price or the fixed price amount for each component Task Order.

2.6.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month.. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to ASM at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DBED. DBED will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.7 ACCEPTANCE CRITERIA

The following is the acceptance criteria that must be met for this task order.

- (a) All milestones are met.
- (b) All deliverables are completed and approved.
- (c) All tests are completed successfully. Acceptance test will be measured by DBED IT staff and users of the current Siebel application. Any in-scope issues identified by the testers shall be resolved by the TO Contractor. The Contractor will submit a summary of how these issues were resolved to the DBED Project Manager. The DBED project Manager will determine whether the in-scope issues were resolved successfully.
- (d) All documentation is updated as required.
- (e) All training for the proposed enhancement is completed.
- (f) Licenses and hardware purchased, if any, under this TORFP are assigned to the State or designee.
- (g) Maintenance agreements are in place

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.6).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria (see Section 2.7).

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - A) The State contracting entity,
 - B) A brief description of the services/goods provided,
 - C) The dollar value of the contract,
 - D) The term of the contract,
 - E) Whether the contract was terminated prior to the specified original contract termination date,
 - F) Whether any available renewal option was not exercised,
 - G) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 - Completed Financial Proposal, including:

- 1) Price Breakdown Structure shall be in accordance with each deliverable described in Attachment 1, to accomplish all specified work requirements.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- a. Proposed staff's breadth and depth of experience in building Siebel applications
- b. Proposed staff's breadth and depth of experience in implementing Siebel upgrades, with emphasis on experience in migrating Siebel applications.
- c. Proposed staff's demonstrated ability to meet the scope of work and requirements for service as outlined in Section 2 of the TORFP, and as detailed in response to Section 3 of the TORFP.
- d. Proposed staff's past Work Performance, Experiences/References and stability.
- e. The skills and qualifications of the Master Contractor's staff members who will be assigned to this project, and their ability to meet each milestone and deliverable to accomplish all specified work requirements.
- f. A comprehensive evaluation of the Master Contractor's explanation of the inherent risks in moving forward, and the Offeror's plan to mitigate those risks.
- g. A comprehensive evaluation of the work breakdown structure, with labor hours listed by skill level, to accomplish all deliverables, milestones, and work requirements and the staffing schedule to complete the upgrade.
- h. The soundness and feasibility of the Offeror's proposal.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. **In making this selection, technical merit will receive greater weight than price.**

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

4.5 SUBSTITUTION OF PERSONNEL

All personnel described in the TO Contractor's proposal shall perform continuously for the duration of the task order, and for so long as performance is satisfactory to the TO Manager. The TO Manager/ TO Contract Manager shall give written notice of performance issues to the TO Contractor, clearly describing the problem and delineating remediation requirement(s). The TO Contractor shall respond with a written remediation plan within three (3)

business days and implement immediately upon written acceptance of the TO Manager/TO Contract Manager. Should performance issues persist, the TO Manager/TO Contract Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, including the TO Contractor's Program Manager, and determine whether a substitution is required.

The TO Contractor may not substitute personnel, other than by reason of an individual's death, sudden illness or termination of employment, without the prior written approval of the TO Manager/TO Contract Manager.

To replace any personnel specified in the task order proposal, the TO Contractor shall submit the resumes of the proposed substitute personnel to the TO Manager for approval, with a copy to the TO Contract Manager, at least two weeks prior to the effective date of substitution. All proposed substitute personnel shall have qualifications at least equal to those of the replaced personnel and must be approved by the TO Manager.

ATTACHMENT 1 – PRICE PROPOSAL FORM

PRICE PROPOSAL FOR CATS TORFP # T00P7200430

Identification	Deliverable	Proposed Price
2.2.2.1	System Design and Implementation Plan	
2.2.2.2	Implement Siebel 7.8 Development Environment (including data migration)	
2.2.2.3	Test Siebel 7.8 Development Environment – Test Problems Report	
2.2.2.4	Implement Siebel 7.8 Test Environment (including data migration)	
2.2.2.5	Test Siebel 7.8 Test Environment – Test Problems Report	
2.2.2.6	Implement Siebel 7.8 Production Environment (including data migration)	
2.2.2.7	Test Siebel 7.8 Production Environment – Test Problems Report	
2.2.2.8	Provide Full Documentation of Upgrade Configuration and System Maintenance Procedures	
2.2.2.9	Training of DBED database administrators	
Total Proposed Fixed Price		

Authorized Individual Name

Company Name

Title

Company Federal ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # T00P7200430

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. T00P7200430, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _thirty (30) percent and, if specified in the TORFP, sub-goals of _seven (7) percent for MBEs classified as African American-owned and _ten (10) percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of 30 (thirty) percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

4. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
5. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
6. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

7. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Siebel Customer Relationship Management System Upgrade
Task Order Agreement Number T00P7200430	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # T00P7200430, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

_____	By: _____
Offeror Name	Name
_____	_____
Address	Title

	Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. T00P7200430, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #T00P7200430 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	---

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above: 1. 2. 3. Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Ovetta Moore, CIO DBED 217 East Redwood Street 11th Floor Baltimore, MD 21202 omorre@choosemaryland.org	Debi Chronister, Procurement Manager DBED 217 East Redwood Street 15th Floor Baltimore, MD 21202 dchronister@choosemaryland.org	Everett Ross, EEO Manager DBED 217 East Redwood Street 11th Floor Baltimore, MD 21202 dchronister@choosemaryland.org
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP #T00P7200430		
Reporting Period (Month/Year): ____/____	Contracting Unit _____		
Report Due By the 15th of the following Month.	Contract Amount _____		
	MBE Sub Contract Amt _____		
	Contract Begin Date _____		
	Contract End Date _____		
Services Provided _____			
MBE Subcontractor Name:			
MDOT Certification #:			
Contact Person:			
Address:			
City:		State:	ZIP:
Phone:		FAX:	
Subcontractor Services Provided:			
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____	
Prime TO Contractor:		Contact Person:	

Return one copy of this form to the following address:

Ovetta Moore, CIO DBED 217 East Redwood Street 11th Floor Baltimore, MD 21202 omorre@choosemaryland.org	Debi Chronister, Procurement Manager DBED 217 East Redwood Street 15th Floor Baltimore, MD 21202 dchronister@choosemaryland.org	Everett Ross, EEO Manager DBED 217 East Redwood Street 11th Floor Baltimore, MD 21202 dchronister@choosemaryland.org
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Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# T00P7200430 Number OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, the Department of Business & Economic Development (DBED).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the DBED, as identified in the CATS TORFP # T00P7200430.
 - b. “CATS TORFP” means the Task Order Request for Proposals # T00P7200430, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Debi Chronister. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between DBED and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Ovetta Moore of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 105, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$110,000. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to Ovetta Moore, CIO unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT OF BUSINESS AND ECONOMIC DEVELOPMENT

By: Christopher C. Foster
Deputy Secretary

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

 Signature

 Date

Proposed Individual:

 Signature

 Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

DIRECTIONS TO REDWOOD TOWER 217 EAST REDWOOD STREET BALTIMORE MD 21202

FROM WASHINGTON, DC: Take I-95 North to Baltimore. Take the I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

FROM WESTERN MARYLAND: Take I-70 East to I-695 South (Glen Burnie) take I-95, exit 11 (Baltimore). Take the I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage this is Water Street. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

FROM EASTERN SHORE Take Route 50 East to I-97 North, Baltimore. I-97 to I-695 Towson. I-695 to 295 North/Baltimore-Washington Parkway. This will take you to downtown Baltimore and turns into Russell Street. Get in and remain in right lane on Russell Street (now Paca Street) past Oriole Park at Camden Yards. At Pratt Street, turn right. Get into the second lane from left and proceed on Pratt Street until you reach Calvert Street. Make a left onto Calvert and remain in the right hand lane. Immediately make a right turn into parking garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

FROM POINTS NORTH: Take I-95 South, Baltimore. I-395/Inner Harbor exit till it ends at Conway & Howard Streets. Turn right onto Conway Street. At Light Street, turn left and cross Pratt Street. You are now on Calvert Street. Make an immediate right turn to park in the garage. (This is the Legg Mason Tower/Stouffers Hotel/The Gallery.) Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand (south side of Street).

From Northern Baltimore Country: Take I-83 South until the expressway ends turn right onto East Fayette Street, Turn Left onto Guilford Avenue continue past East Baltimore Street Guilford Avenue becomes South Street. Continue past Redwood Street and turn right onto Water street, if you run into Lombard street you have gone to far. Walk 1 1/2 blocks north to Redwood Street, turn right. 217 East Redwood is in the middle of block on right hand side (south side of Street).

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #T00P7200430

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Ovetta Moore of the Maryland Department of Business & Economic Development will serve as your contact person on this Task Order. Ovetta Moore can be reached at 410-767-3391, omoore@choosemaryland.org.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Debi Chronister

Task Order Procurement Officer

Enclosures (2)

cc: Ovetta Moore, CIO, DBED

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – Acceptance of Deliverable Form

Client Name: Maryland Department of Business & Economic Development

Project Name: Siebel Customer Relationship Management System Upgrade

Deliverable:

Prepared By:

Acceptor(s)

Date Approved:

Date Completed:

Description of work completed:

Accepted By: _____

Date: _____

Accepted By: _____

Date: _____

Rejected By: _____

Date: _____

Reason for Rejection:

Comments:

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #T00P7200430 for Siebel Customer Relationship Management System Upgrade. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to Access to the Siebel CRM application, System Documentation for Siebel, DBED-ITM Standards and Policies, and DBED Network Topology Diagrams. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Debi Chronister, Maryland Department of Business & Economic Development on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through the Department of Business & Economic Development (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Siebel Customer Relationship Management System Upgrade TORFP No. T00P7200430 dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding Access to the Siebel CRM application, System Documentation for Siebel, DBED-ITM Standards and Policies, and DBED Network Topology Diagrams (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel: Maryland Department of Business & Economic Development:

Name: _____

Name: _____

Christopher C. Foster

Title: _____

Title: Deputy Secretary _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

EXHIBIT 1 – PROPOSED SIEBEL 7.8 SYSTEM ARCHITECTURE

PROPOSED SYSTEM ARCHITECTURE FOR DBED SIEBEL 7.8 ENVIRONMENT

